

OLF3 (Official Local Form 3)
Effective December 1, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re:
Keith T. Caldwell

Debtor(s)

Case No.: **19-12185**
Chapter 13

CHAPTER 13 PLAN

Check one. This plan is:

- ☐ Original
☒ Amended (First)
☐ Postconfirmation (Date Order Confirming Plan Was Entered: _____)

Date this plan was filed: **March 24, 2020**

PART 1:

NOTICES

TO ALL INTERESTED PARTIES:

You should review carefully the provisions of this Plan as your rights may be affected. In the event the Court enters an order confirming this Plan, its provisions may be binding upon you. The provisions of this Plan are governed by statutes and rules of procedure, including Title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure ("Fed. R. Bankr. P."), the Massachusetts Local Bankruptcy Rules ("MLBR"), and, in particular, the Chapter 13 rules set forth in Appendix 1 of MLBR, all of which you should consult.

TO CREDITORS:

Your rights may be affected by this Plan. Your claim may be reduced, modified, or eliminated. Read this Plan carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult with one. If you oppose this Plan's treatment of your claim or any other provision of this Plan, you or your attorney **must** file with the Court an objection to confirmation on or before the later of (i) thirty (30) days after the date on which the first Meeting of Creditors pursuant to 11 U.S.C. § 341 is held or (ii) thirty (30) days after service of an amended or modified Plan, unless the Court orders otherwise. A copy of your objection must be served on the Debtor(s), the attorney for the Debtor(s), and the Chapter 13 Trustee (the "Trustee"). The Bankruptcy Court may confirm this Plan if no objection to confirmation is filed or if it overrules an objection to confirmation. You have received or will receive a Notice of Chapter 13 Bankruptcy Case from the Bankruptcy Court which sets forth certain deadlines, including the bar date for filing a Proof of Claim. **To receive a distribution, you must file a Proof of Claim.**

TO DEBTOR(S):

You (or your attorney) are required to serve a copy of this Plan on all creditors in the manner required under the Bankruptcy Code, the Fed. R. Bankr. P., and MLBR. Unless the Court orders otherwise, you must commence making payments not later than the earlier of (i) thirty (30) days after the date of the filing of this Plan or (ii) thirty (30) days after the order for relief. **You must check a box on each line below to state whether or not this Plan includes one or more of the following provisions. If you check the provision "Not Included," if you check both boxes, or if you do not check a box, any of the following provisions will be void if set forth later in this Plan. Failure to properly complete this section may result in denial of confirmation of this Plan.**

FOR EACH LINE BELOW, DO NOT CHECK BOTH BOXES; DO NOT LEAVE BOTH BOXES BLANK.

1.1	A limit on the amount of a secured claim, set out in Part 3.B.1, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Part 3.B(3).	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

PART 2:

PLAN LENGTH AND PAYMENTS

A. **LENGTH OF PLAN:**

- ☐ 36 Months. 11 U.S.C. § 1325(b)(4)(A)(i);
☐ 60 Months. 11 U.S.C. § 1325(b)(4)(A)(ii);
☒ 60 Months. 11 U.S.C. § 1322(d)(2). The Debtor(s) states the following cause: Due to Feasibility.

B. **PROPOSED MONTHLY PAYMENTS:**

Monthly Payment Amount	Number of Months
\$590.00	60

C. ADDITIONAL PAYMENTS:

Check one.

☒ **None.** If "None" is checked, the rest of Part 2.C need not be completed and may be deleted from this Plan.

The total amount of Payments to the Trustee [B+C]:

\$35,400.00.

This amount must be sufficient to pay the total cost of this Plan in Exhibit 1, Line h.

PART 3: SECURED CLAIMS

☐ **None.** If "None" is checked, the rest of Part 3 need not be completed and may be deleted from this Plan.

A. CURE OF DEFAULT AND MAINTENANCE OF PAYMENTS:

Check one.

☐ **None.** If "None" is checked, the rest of Part 3.A need not be completed and may be deleted from this Plan.

☒ **Any Secured Claim(s) in default shall be cured and payments maintained as set forth in (1) and/or (2) below.**
Complete (1) and/or (2).

(1) PREPETITION ARREARS TO BE PAID THROUGH THIS PLAN

Prepetition arrearage amounts are to be paid through this Plan and disbursed by the Trustee. Unless the Court orders otherwise, the amount(s) of prepetition arrears listed in an allowed Proof of Claim controls over any contrary amount(s) listed below. Unless the Court orders otherwise, if relief from the automatic stay is granted as to any collateral listed in this paragraph, all payments paid through this Plan as to that collateral will cease upon entry of the order granting relief from stay.

(a) Secured Claim(s) (Principal Residence)

Address of the Principal Residence: **10 Keith Drive Attleboro, MA 02703**

The Debtor(s) estimates that the fair market value of the Principal Residence is: \$ **425,000.00**

Name of Creditor	Type of Claim (e.g., mortgage, lien)	Amount of Arrears
Specialized Loan Servicing/SLS	Mortgage 10 Keith Drive Attleboro, MA 02703 Bristol County	\$19,712.49
City of Attleboro	Tax Lien 10 Keith Drive Attleboro, MA 02703 Bristol County	\$5,669.10

Total of prepetition arrears on Secured Claim(s) (Principal Residence): **\$25,381.59**

(b) Secured Claim(s) (Other)

Name of Creditor	Type of Claim	Description of Collateral (or address of real property)	Amount of Arrears

Total of prepetition arrears on Secured Claim(s) (Other): **\$0.00**

Total prepetition arrears to be paid through this Plan [(a) + (b)]: \$25,381.59

(2) MAINTENANCE OF CONTRACTUAL INSTALLMENT PAYMENTS (TO BE PAID DIRECTLY TO CREDITORS):

Contractual installment payments are to be paid directly by the Debtor(s) to creditor(s). The Debtor(s) will maintain the contractual installment payments as they arise postpetition on the secured claims listed below with any changes required by the applicable contract and noticed in conformity with any applicable rules.

Name of Creditor	Type of Claim	Description of Collateral
Specialized Loan Servicing/SLS	Mortgage	10 Keith Drive Attleboro, MA 02703 Bristol County

B. MODIFICATION OF SECURED CLAIMS:

Check one.

- ☐ **None.** If “None” is checked, the rest of Part 3.B need not be completed and may be deleted from this Plan.
- ☒ **Secured Claim(s) are modified as set forth in 1, 2, and/or 3 below.** Complete 1, 2, and/or 3 below.

(1) REQUEST FOR VALUATION OF SECURITY, PAYMENT OF FULLY SECURED CLAIMS, AND MODIFICATION OF UNDERSECURED CLAIMS UNDER 11 U.S.C. § 506:

- ☒ **None.** If “None” is checked, the rest of Part 3.B.1 need not be completed and may be deleted from this Plan.

(2) SECURED CLAIMS EXCLUDED FROM 11 U.S.C. § 506:

- ☒ **None.** If “None” is checked, the rest of Part 3.B.2 need not be completed and may be deleted from this Plan.

(3) LIEN AVOIDANCE UNDER 11 U.S.C. § 522(f):

- ☐ **None.** If “None” is checked, the rest of Part 3.B.3 and Exhibits 3 and 4 need not be completed and may be deleted from this Plan.

The following Plan provisions of Part 3.B.3 are effective only if the box “Included” in Part 1, Line 1.2 is checked.

The judicial lien(s) and/or nonpossessory, nonpurchase-money security interest(s) securing the claim(s) listed below impairs exemptions to which the Debtor(s) would have been entitled under 11 U.S.C. § 522(b).

Subject to 11 U.S.C. § 349(b), a judicial lien or nonpossessory, nonpurchase-money security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the Order confirming this Plan. The amount of the judicial lien or nonpossessory, nonpurchase-money security interest that is avoided will be treated as a nonpriority unsecured claim in Part 5 if a Proof of Claim has been filed and allowed. The amount, if any, of the judicial lien or nonpossessory, nonpurchase-money security interest that is not avoided will be paid in full as a secured claim under this Plan provided a Proof of Claim is filed and allowed.

For each judicial lien that the Debtor(s) seeks to avoid, the Debtor(s) shall include the information below. The Debtor(s) also shall complete the chart set forth in Exhibit 3 to this Plan and shall attach to Exhibit 3 a true and accurate copy of the document evidencing such judicial lien as filed or recorded with filing or recording information included. The Debtor(s) shall include the evidentiary basis for the valuation asserted. For each judicial lien that the Debtor(s) seeks to avoid, the Debtor(s) shall provide a proposed form(s) of order as Exhibit 4 conforming to Official Local Form 21A. If the Debtor(s) is avoiding more than one lien, the Debtor(s) shall provide the information in a separate table in Exhibit 3 for each lien, and identify the tables as Exhibit 3.1, 3.2, etc.

The claim(s) identified below must also be set forth in Exhibit 3.

Name of Creditor	Exhibit Table (e.g., 3.1, 3.2, 3.3)
Kelly A. Brousseau	3.1

Total Claim(s) under Part 3.B.3 to be paid through this Plan: \$0.00

C. SURRENDER OF COLLATERAL:

Check one.

- ☒ **None.** If “None” is checked, the rest of Part 3.C need not be completed and may be deleted from this Plan.

PART 4: PRIORITY CLAIMS

Check one

- ☐ **None.** If “None” is checked, the rest of Part 4 need not be completed and may be deleted from this Plan.
- ☒ **The following priority claim(s) will be paid in full without postpetition interest. Unless the Court orders otherwise, the amount of the priority portion of a filed and allowed Proof of Claim controls over any contrary amount listed below.**

A. DOMESTIC SUPPORT OBLIGATIONS:

Name of Creditor	Description of Claim	Amount of Claim
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Name of Creditor	Description of Claim	Amount of Claim
-NONE-		

B. OTHER PRIORITY CLAIMS (Except Administrative Expenses):

Name of Creditor	Description of Claim	Amount of Claim
MDOR	Tax debt	\$3,012.68

Total of Priority Claim(s) (except Administrative Expenses) to be paid through this Plan: **\$3,012.68**

C. ADMINISTRATIVE EXPENSES:

(1) ATTORNEY'S FEES:

Name of Attorney	Attorney's Fees
-None-	

If the attorney's fees exceed the amount set forth in MLBR, Appendix 1, Rule 13-7, the Trustee may not pay any amount exceeding that sum until such time as the Court approves a fee application. If no fee application is approved, any plan payments allocated to attorney's fees in excess of MLBR Appendix 1, Rule 13-7 will be disbursed to other creditors up to a 100% dividend.

(2) OTHER (Describe):

-NONE-

Total Administrative Expenses (excluding the Trustee's Commission) to be paid through this Plan [(1) + (2)]: **\$2,000.00**

(3) TRUSTEE'S COMMISSION:

The Debtor shall pay the Trustee's commission as calculated in Exhibit 1.

The Chapter 13 Trustee's fee is determined by the United States Attorney General. The calculation of the Plan payment set forth in Exhibit 1, Line (h) utilizes a 10% Trustee's commission. In the event the Trustee's commission is less than 10%, the additional funds collected by the Trustee, after payment of any allowed secured and priority claim(s), and administrative expense(s) as provided for in this Plan, shall be disbursed to nonpriority unsecured creditors up to 100% of the allowed claims.

PART 5: NON PRIORITY UNSECURED CLAIMS

Check one.

- ☐ None. If "None" is checked, the rest of Part 5 need not be completed and may be deleted from this Plan.
- ☒ Any allowed nonpriority unsecured claim(s) other than those set forth in Part 5.F will be paid as stated below. Only a creditor holding an allowed claim is entitled to a distribution.

☒ Fixed Amount ("Pot Plan"): each creditor with an allowed claim shall receive a pro rata share of \$ **3,465.73**, which the Debtor(s) estimates will provide a dividend of **2.28** %.

☐ Fixed Percentage: each creditor with an allowed claim shall receive no less than ___% of its allowed claim.

A. GENERAL UNSECURED CLAIMS:

\$57,018.57

B. UNSECURED OR UNDERSECURED CLAIMS AFTER MODIFICATION IN PART 3.B OR 3.C:

Name of Creditor	Description of Claim	Amount of Claim
Kelly A. Brousseau	10 Keith Drive Attleboro, MA 02703 Bristol County	\$94,746.64

C. NONDISCHARGEABLE UNSECURED CLAIMS (e.g., student loans):

Name of Creditor	Description of Claim	Amount of Claim
None		

D. CLAIMS ARISING FROM REJECTION OF EXECUTORY CONTRACTS OR LEASES:

Name of Creditor	Description of Claim	Amount of Claim
-NONE-		

E. TOTAL TO BE PAID TO NONPRIORITY UNSECURED CREDITORS THROUGH THIS PLAN:

The amount paid to nonpriority unsecured creditor(s) is not less than that required under the Liquidation Analysis set forth in Exhibit 2.

Total Nonpriority unsecured Claims [A + B + C + D]: **\$151,762.21**

Enter Fixed Amount (Pot Plan) or multiply total nonpriority unsecured claim(s) by Fixed Percentage and enter that amount: **\$3,465.73**

F. SEPARATELY CLASSIFIED UNSECURED CLAIMS (e.g., co-borrower):

Name of Creditor	Description of Claim	Amount of Claim	Treatment of Claim	Basis for Separate Classification
-NONE-				

Total of separately classified unsecured claim(s) to be paid through this Plan: **\$0.00**

PART 6: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Check one.

☒ **None.** If "None" is checked, the rest of Part 6 need not be completed and may be deleted from this Plan.

PART 7: POSTCONFIRMATION VESTING OF PROPERTY OF THE ESTATE

If the Debtor(s) receives a discharge, property of the estate will vest in the Debtor(s) upon entry of the discharge. If the Debtor(s) does not receive a discharge, property of the estate will vest upon the earlier of (i) the filing of the Chapter 13 Standing Trustee's Final Report and Account and the closing of the case or (ii) dismissal of the case.

PART 8: NONSTANDARD PLAN PROVISIONS

☒ **None.** If "None" is checked, the rest of Part 8 need not be completed and may be deleted from this Plan.

☐ **This Plan includes the following nonstandard provisions.** Under Fed. R. Bankr. P. 3015(c), each nonstandard provision must be set forth below in a separately numbered sentence or paragraph. A nonstandard provision is a provision not otherwise included in Official Local Form 3, or which deviates from Official Local Form 3. Nonstandard provisions set forth elsewhere in this Plan are ineffective. To the extent the provisions in Part 8 are inconsistent with other provisions of this Plan, the provisions of Part 8 shall control if the box "Included" is checked in Part 1, Line 1.3.

PART 9: SIGNATURES

By signing this document, Debtor(s) acknowledges reviewing and understanding the provisions of this Plan and the Exhibits filed as identified below.

By signing this document, the Debtor(s) and, if represented by an attorney, the attorney for the Debtor(s), certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 3, including the Exhibits identified below, other than any Nonstandard Plan Provisions in Part 8.

/s/ Keith T. Caldwell

Keith T. Caldwell
Debtor

June 25, 2019

Date

Debtor

Date

/s/ Richard D. Smeloff

Date June 25, 2019

Signature of attorney for Debtor(s)

Richard D. Smeloff 567869

567869 MA

Smeloff & Associates

500 Granite Ave

Suites 7&8

Milton, MA 02186

617-690-2124

rsmeloff@msn.com

The following Exhibits are filed with this Plan:

- ☒ **Exhibit 1: Calculation of Plan Payment***
- ☒ Exhibit 2: Liquidation Analysis*
- ☒ Exhibit 3: Table for Lien Avoidance under 11 U.S.C. § 522(f)**
- ☒ Exhibit 4: [Proposed] Order Avoiding Lien Impairing Exemption**

<i>List additional exhibits if applicable.</i>

*Denotes a required Exhibit in every plan

**Denotes a required Exhibit if the box "Included" is checked in Part 1, Line 1.2.

Total number of Plan pages, included Exhibits: 10

EXHIBIT 1

CALCULATION OF PLAN PAYMENT

a)	Secured claims (Part 3.A and Part 3.B.1-3 Total):	\$25,381.59
b)	Priority claims (Part 4.A and Part 4.B Total):	\$3,012.68
c)	Administrative expenses (Part 4.C.1 and 4.C.2 Total):	\$0.00
d)	Nonpriority unsecured claims (Part 5.E Total):	\$3,465.73
e)	Separately classified unsecured claims (Part 5.F Total):	\$0.00
f)	Executory contract/lease arrears claims (Part 6 Total):	\$0.00
g)	Total of (a) + (b) + (c) + (d) + (e) + (f):	\$31,860.00
h)	Divide (g) by .90 for total Cost of Plan including the Trustee's fee:	\$35,400.00
i)	Divide (h), Cost of Plan, by term of Plan, 60 months:	\$590.00
j)	Round up to the nearest dollar amount for Plan payment:	\$590.00

If this is either an amended Plan and the Plan payment has changed, or if this is a postconfirmation amended Plan, complete(a) through (h) only and the following:

k)	Enter total amount of payments the Debtor(s) has paid to the Trustee:	
l)	Subtract line (k) from line (h) and enter amount here:	
m)	Divide line (l) by the number of months remaining (months):	
n)	Round up to the nearest dollar amount for amended Plan payment:	

Date the amended Plan payment shall begin: _____

EXHIBIT 2

LIQUIDATION ANALYSIS

A. REAL PROPERTY

Address (Sch. A/B, Part 1)	Value (Sch. A/B, Part 1)	Lien (Sch. D, Part 1)	Exemption (Sch. C)
10 Keith Drive Attleboro, MA 02703 Bristol County	425,000.00	260,065.39	500,000.00

Total Value of Real Property (Sch. A/B, line 55):	\$ 425,000.00
Total Net Equity for Real Property (Value Less Liens):	\$ 164,934.61
Less Total Exemptions for Real Property (Sch. C):	\$ 164,934.61
Amount Real Property Available in Chapter 7:	\$ 0.00

B. MOTOR VEHICLES

Make, Model and Year (Sch. A/B, Part 2)	Value (Sch. A/B, Part 2)	Lien (Sch. D, Part 1)	Exemption (Sch. C)
2005 Chevy Silverado 1500 200,000 miles	2,900.00	0.00	2,900.00

Total Value of Motor Vehicles (Sch. A/B, line 55):	\$ 2,900.00
Total Net Equity for Motor Vehicles (Value Less Liens):	\$ 2,900.00
Less Total Exemptions for Motor Vehicles (Sch. C):	\$ 2,900.00
Amount Motor Vehicle Available in Chapter 7:	\$ 0.00

C. ALL OTHER ASSETS (Sch. A/B Part 2, no. 4; Part 3 through Part 7. Itemize.)

Asset	Value	Lien (Sch. D, Part 1)	Exemption (Sch. C)
Household Furnishings	2,500.00	0.00	2,500.00
Misc. Electronics	1,500.00	0.00	1,500.00
Misc. Firearms	2,000.00	0.00	2,000.00
Clothing	150.00	0.00	150.00
Misc. Jewelry	50.00	0.00	50.00
Cash	25.00	0.00	25.00
Checking: TD Bank	79.00	0.00	79.00
Checking: Bristol County Bank	300.00	0.00	300.00

Total Value of All Other Assets:	\$ 6,604.00
Total Net Equity for All Other Assets (Value Less Liens):	\$ 6,604.00
Less Total Exemptions for All Other Assets:	\$ 6,604.00
Amount of All Other Assets Available in Chapter 7:	\$ 0.00

D. SUMMARY OF LIQUIDATION ANALYSIS

Amount available in Chapter 7	Amount
A. Amount Real Property Available in Chapter 7 (Exhibit 2, A)	\$ 0.00
B. Amount Motor Vehicles Available in Chapter 7 (Exhibit 2, B)	\$ 0.00
C. Amount All Other Assets Available in Chapter 7 (Exhibit 2, C)	\$ 0.00

TOTAL AVAILABLE IN CHAPTER 7: \$ 0.00

E. ADDITIONAL COMMENTS REGARDING LIQUIDATION ANALYSIS:

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EXHIBIT 3.1
TABLE FOR LIEN AVOIDANCE UNDER 11 U.S.C. § 522(f)

If the Debtor(s) is avoiding more than one lien, the Debtor(s) shall provide the information in a separate table for each lien and identify the table as Exhibit as 3.1, 3.2, etc. to correspond with the list of liens in Part 3.B.3.

Information Regarding Judicial Lien or Security Interest		
Name of Debtor(s):*	Keith T. Caldwell	
Name of Creditor:	Kelly A. Brousseau	
Collateral:	10 Keith Drive Attleboro, MA 02703 Bristol County	
Lien Identification:** (Such as judgment date, date of lien recording, book and page number.)	Judgment Lien Judgment Date 8/15/2014 Lien Recorded 9/30/2014 Book 21908 Page 118	
Calculation of Lien Avoidance		
(a) Amount of lien:	\$ 61,198.39	
(b) Amount of all other liens (exclusive of liens previously avoided or avoided pursuant to this Plan):	\$ 198,867.00	
(c) Value of claimed exemptions:	\$ 500,000.00	
(d) Total (a), (b), and (c):	\$ 760,065.39	
(e) Value of interest in property of the Debtor(s):***	\$ 425,000.00	
(f) Subtract (e) from line (d):	\$ 335,065.39	
Extent of exemption impairment: (check applicable box below)		
<input checked="" type="checkbox"/> The entire lien is avoided as (f) is equal to or greater than (a). (Do not complete the next section.)		
<input type="checkbox"/> A portion of the lien is avoided as (f) is less than (a). (Complete the next section.)		
Treatment of Remaining Secured Claim		
Amount of secured claim after avoidance (subtract (f) from (a)):	\$	
Interest Rate (if applicable):	%	
Monthly payment on secured claim	\$	
Estimated total payment on secured claim	\$	
*In a joint case, specify whether the lien to be avoided is on an interest of an individual debtor or the joint debtors.	<input type="checkbox"/> Individual Debtor	<input type="checkbox"/> Joint Debtors
	Name:	
**Attach a true and accurate copy of the document or the instrument evidencing such lien as filed or recorded with filing or recording information included.		
***Describe the evidentiary basis for the value of the interest in property of the Debtor(s):		

OLF21A (Official Local Form 21A)

EXHIBIT 4.1

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS**

In re:
Keith T. Caldwell

Case No.:
Chapter 13

Debtor(s)

ORDER AVOIDING LIEN IMPAIRING EXEMPTION*

Upon consideration of 1) the Chapter 13 Plan (the "Plan"), through which the Debtor(s) made a request to avoid the lien of **Kelly A. Brousseau** pursuant to 11 U.S.C. § 522(f) as impairing the exemption of the Debtor(s); 2) the calculation of impairment set forth in Exhibit 3 to the Plan; 3) the Schedule of Exemptions filed by the Debtor(s); 4) the absence of an objection to the avoidance of the lien or the Court having overruled any and all objections to the request for lien avoidance in the Plan; 5) the entire record of proceedings in this case; 6) the Confirmation Order; and 7) the provisions of 11 U.S.C. § 522(f)(1) and (2), Fed. R. Bankr. P. 4003 and MLBR 4003-1,

The Court hereby orders and decrees that the lien of **Kelly A. Brousseau** recorded on **9/30/2014** at **Bristol County Registry of Deeds** at **Book 21908 Page 118** impairs the Debtor(s)' exemption in **10 Keith Drive Attleboro, MA 02703 Bristol County** (the "Exempt Property") and declares that the lien covering the interest in exempt property of the Debtor(s) is avoided in its entirety [or avoided in part].

Pursuant to 11 U.S.C. § 349(b)(1)(B), the avoided lien shall be reinstated if the case is dismissed unless the Court, for cause, orders otherwise.

By the Court,

United States Bankruptcy Judge

** This Exhibit may be modified to address each lien listed in Table*

SAMPLE IMAGE

SAMPLE IMAGE

Bk: 21908 Pg: 118 Page: 1 of 2
Doc: EXON 09/30/2014 01:11 PM
ATTEST: Emily J. Amoral, Register
Official Court of the Registry of Deeds

IMAGE

SAMPLE IMAGE

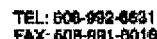
SAMPLE

EXECUTION ON MONEY JUDGMENT		DOCKET NUMBER 1434C0000432	Trial Court of Massachusetts District Court Department
CASE NAME Kelly A Brousseau v. Keith Caldwell A/K/A Keith T Caldwell			
JUDGMENT DEBTOR AGAINST WHOM EXECUTION IS ISSUED Keith Caldwell A/K/A Keith T Caldwell 10 Keith Drive Attleboro, MA 02703		COURT NAME & ADDRESS Attleboro District Court 88 North Main Street Attleboro, MA 02703	
JUDGMENT CREDITOR(S) IN WHOSE FAVOR EXECUTION IS ISSUED Kelly A Brousseau			
JUDGMENT CREDITOR (OR CREDITORS ATTORNEY) WHO MUST ARRANGE SERVICE OF EXECUTION Victor Shapiro, Esq. Shapiro Dorry Masterson, LLC 145 Waterman Street Providence, RI 02906		FURTHER ORDERS OF THE COURT	
TO THE SHERIFFS OF THE SEVERAL COUNTIES OR THEIR DEPUTIES, OR (SUBJECT TO THE LIMITATIONS OF G.L.C. 41 § 92) ANY CONSTABLE OF ANY CITY OR TOWN WITHIN THE COMMONWEALTH: The judgment creditor(s) has recovered judgment against the judgment debtor named above in the amount shown below: WE COMMAND YOU , therefore, from out of the value of any real or personal property of such judgment debtor found within your territorial jurisdiction, to cause payment to be made to the judgment creditor(s) in the amount of the "Execution Total" shown below, plus additional postjudgment interest as provided by G.L. c. 235 § 8 on the "Judgment Total" shown below commencing from the "Date Execution Issued" shown below at the "Annual Postjudgment Interest Rate" shown below, and to collect your own fees, as provided by law. This Writ of Execution is valid for twenty years from the "Date Judgment Entered" shown below. It must be returned to the court, along with your return of service, within ten days after this judgment has been satisfied or discharged, or after twenty years if this judgment remains unsatisfied or undischarged.			

1. Judgment Total	80,967.73
2. Date Judgment Entered	08/16/2014
3. Date Execution Issued	08/27/2014
4. Number of Days from Judgment to Execution (Line 3 - Line 2)	12
5. Annual Postjudgment Interest Rate	0.12
6. Postjudgment Interest from Judgment to Execution (lines 1x4x5)	\$240.88
7. Postjudgment Costs (if any)	\$
8. Credits (if any)	\$
9. EXECUTION TOTAL (Lines 1 + 6 + 7, minus Line 8)	\$81,198.39
LEVYING OFFICER: (a) Add daily interest from date execution issued.	
(b) Add your fees as provided by law:	
TESTE OF FIRST JUSTICE WITNESS: Hon. Daniel J O'Shea	DATE EXECUTION ISSUED 08/27/2014
CLERK-MAGISTRATE/ASST. CLERK x <i>[Signature]</i>	

[Signature]
BRISTOL COUNTY DEPUTY SHERIFF

SAMPLE



RETURN TO

Book: 12843 Page: 32

Court of issue Attleboro District Execution # 143AQP000432

PROPERTY ADDRESS: 10 Keith Drive Attleboro, Massachusetts 02703

And immediately afterward, I suspended the further levy on this execution upon the above described real estate by written request of the attorney for the within named judgment creditor.

Deputy Sheriff

Agricultural - Arkiboro - Barkway - Darnmouth - Dighton - Easton - Falkham - Felt - Haver - Freetown - Montserrat
 New Bedford - North Andover - Norton - Raynham - Rehoboth - Seekonk - Somerset - Swansea - Taunton - Westport

End of Document

Comparative Market Analysis

To establish market value of

**10 Keith Dr
Attleboro, MA**

**Prepared for Keith Caldwell
By Regina Gariepy**

**10 Keith Dr
Attleboro, MA 02703**

Bedrooms :

3

Bathrooms :

2.5

Living Area (Square Feet) :

3004

Lot Size (Square Feet) :

16608

Year Built :

1955

Estimated Value \$425,000.00

Prepared for Keith Caldwell

Market Analysis Summary

Prepared for Kelth Caldwell

Properties Currently For Sale

Number of Properties: 4

Price Range: \$437,900 to \$450,000

Average Price: \$441,925

Median Price: \$439,900

Address	City	Beds	Baths		Living Area (Square Feet)	Days on Market	List Price
			Full	Half			
7 Twins Cir	Attleboro, MA	3	2	1	2484	77	\$437,900
Lot 5 Dale Ct Extension	Attleboro, MA	3	2	1	1768	52	\$439,900
Lot 6 Dale Ct Extension	Attleboro, MA	3	2	1	1768	52	\$439,900
366 Lindsey Street	Attleboro, MA	3	2	1	1796	12	\$450,000

Market Analysis Summary

Prepared for Keith Caldwell

Properties Currently Under Contract

Number of Properties: 3

Price Range: \$409,900 to \$454,900

Average Price: \$434,900

Median Price: \$439,900

Address	City	Beds	Baths		Living Area (Square Feet)	Days on Market	List Price
			Full	Half			
27 Chesett Lane	Attleboro, MA	3	2	1	2300	20	\$409,900
Lot 2 Dale Ct Extension	Attleboro, MA	3	2	1	1872	36	\$439,900
173 Holden	Attleboro, MA	4	3	0	2611	19	\$454,900

Market Analysis Summary

Prepared for Keith Caldwell

Properties Recently Sold

Number of Properties: 3

Price Range: \$414,500 to \$430,000

Average Price: \$421,500

Median Price: \$420,000

Address	City	Beds	Baths		Living Area (Square Feet)	Days on Market	List Price	Sale Price	SP% of LP
			Full	Half					
209 Handy Street	Attleboro, MA	3	2	1	1900	18	\$410,000	\$414,500	101%
34 Zarek Drive	Attleboro, MA	3	2	1	2700	50	\$425,000	\$420,000	99%
333 S Main St	Attleboro, MA	4	2	1	2796	157	\$454,900	\$430,000	95%

Property Comparisons

Prepared for Keith Caldwell



Lot 5 Dale Ct Extension
Attleboro, MA 02703



Lot 6 Dale Ct Extension
Attleboro, MA 02703

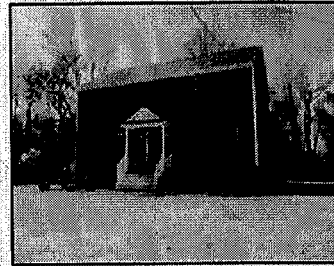
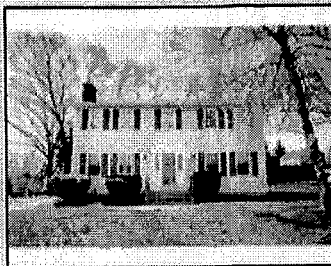


366 Lindsey Street
Attleboro, MA 02703

MLS #	72493908	72493909	72518223
Status	Active	Active	Active
List Price	\$439,900	\$439,900	\$450,000
Sale Price			
List Date	5/4/2019	5/4/2019	6/13/2019
Off Market Date			
Sale Date			
Days on Market	52	52	12
Style	Colonial	Colonial	Colonial
Bedrooms	3	3	3
Full Baths	2	2	2
Half Baths	1	1	1
Total Rooms	6	6	6
Square Feet	1768	1768	1796
Acres	0.19	0.18	0.79
Lot Size (sq.ft.)	8442	7687	34375
Year Built	2019	2019	2014
Fireplaces	0	0	1
Garage Spaces	0	0	2
Garage Desc			Under, Garage Door Opener, Sid...
Basement Desc	Full, Bulkhead, Unfinished Bas...	Full, Bulkhead, Unfinished Bas...	Full, Garage Access, Concrete ...
Int. Features			Cable Available
Ext. Features	Deck, Professional Landscaping	Deck, Professional Landscaping	Porch, Deck, Gutters
Sewer & Water			
Waterfront			
Beach Desc			
Assessed Value	\$999	\$999	\$433,600
Taxes	\$999	\$999	\$6,139.78
Tax Year	2019	2019	2019

Property Comparisons

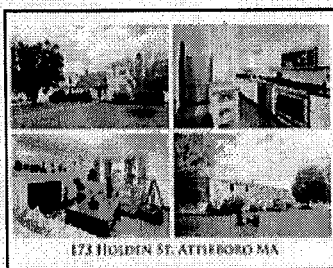
Prepared for Keith Caldwell



	7 Twins Cir Attleboro, MA 02703	27 Chesett Lane Attleboro, MA 02703	Lot 2 Dale Ct Extension Attleboro, MA 02703
MLS #	72479427	72492105	72489143
Status	Extended	Under Agreement	Under Agreement
List Price	\$437,900	\$409,900	\$439,900
Sale Price			
List Date	4/9/2019	5/1/2019	4/26/2019
Off Market Date		5/21/2019	5/31/2019
Sale Date			
Days on Market	77	20	36
Style	Colonial	Colonial	Colonial
Bedrooms	3	3	3
Full Baths	2	2	2
Half Baths	1	1	1
Total Rooms	7	6	6
Square Feet	2484	2300	1872
Acres	0.98	0.4	0.24
Lot Size (sq.ft.)	42651	17400	10437
Year Built	2003	1996	2019
Fireplaces	1	1	0
Garage Spaces	2	0	0
Garage Desc	Attached		
Basement Desc	Full, Finished, Walk Out	Full, Partially Finished	Full, Bulkhead, Unfinished Bas...
Int. Features			
Ext. Features	Deck, Deck - Wood, Storage She...	Deck - Wood, Storage Shed	Deck, Professional Landscaping
Sewer & Water			
Waterfront			
Beach Desc			
Assessed Value	\$402,500	\$343,900	\$999
Taxes	\$5,051	\$5,200	\$999
Tax Year	2019	2018	2019

Property Comparisons

Prepared for Keith Caldwell



173 Holden
Attleboro, MA 02703



209 Handy Street
Attleboro, MA 02703



34 Zarek Drive
Attleboro, MA 02703

MLS #	72509314	72440676	72450150
Status	Under Agreement	Sold	Sold
List Price	\$454,900	\$410,000	\$425,000
Sale Price		\$414,500	\$420,000
List Date	5/30/2019	1/14/2019	2/6/2019
Off Market Date	6/18/2019	1/31/2019	3/27/2019
Sale Date		3/11/2019	4/26/2019
Days on Market	19	18	50
Style	Cape	Colonial	Colonial
Bedrooms	4	3	3
Full Baths	3	2	2
Half Baths	0	1	1
Total Rooms	8	7	9
Square Feet	2611	1900	2700
Acres	0.54	0.46	0.4
Lot Size (sq.ft.)	23485	19994	17468
Year Built	1948	1994	1988
Fireplaces	2	1	1
Garage Spaces	2	0	2
Garage Desc	Attached, Garage Door Opener		Attached, Garage Door Opener
Basement Desc	Full, Partially Finished, Conc...	Full, Finished, Walk Out, Inte...	Full, Interior Access, Sump Pump
Int. Features	Cable Available	Cable Available, Internet Aval...	
Ext. Features	Deck, Deck - Wood, Gutters, De...	Porch, Patio, Pool - Above Gro...	Porch - Screened
Sewer & Water			
Waterfront			
Beach Desc			
Assessed Value	\$413,000	\$317,900	\$341,300
Taxes	\$5,848	\$4,711.28	\$5,058.07
Tax Year	2019	2018	2018

Property Comparisons

Prepared for Keith Caldwell



333 S Main St
Attleboro, MA 02703

MLS #	72379549
Status	Sold
List Price	\$454,900
Sale Price	\$430,000
List Date	8/15/2018
Off Market Date	1/19/2019
Sale Date	3/26/2019
Days on Market	157
Style	Colonial
Bedrooms	4
Full Baths	2
Half Baths	1
Total Rooms	11
Square Feet	2796
Acres	0.95
Lot Size (sq.ft.)	41338
Year Built	1750
Fireplaces	6
Garage Spaces	2
Garage Desc	Attached
Basement Desc	Full, Walk Out, Unfinished Bas...
Int. Features	Finish - Sheetrock
Ext. Features	
Sewer & Water	
Waterfront	
Beach Desc	
Assessed Value	\$384,800
Taxes	\$5,703
Tax Year	2018

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re: **Keith Caldwell**

Case No. **19-12185 – JEB**
Chapter 13

Instructions to Debtor(s):

- A. Pursuant to MLBR, Appendix 1, Rule 13-4(b), the Debtor(s) or Debtor(s)'s attorney shall cause a copy of the Plan to be served by first class mail or other permitted means upon the Chapter 13 trustee, all creditors of the debtor, all attorneys who have filed a notice of appearance and request service of all pleadings, and other parties in interest (collectively referred to as the "recipients") using this form, Official Local Form 3A ("OLF 3A"). You must list each recipient's name and mailing address in the Certificate of Service. Do not include account numbers or any personal identifier. See Fed. R. Bankr. P. 9037.
- B. **If in the Plan you request:**
(1) to limit, modify, or determine the amount of a secured claim (you checked the box "Included" in Part 1, Line 1.1); and/or
(2) to avoid a judicial lien or nonpossessory, nonpurchase-money security interest (you checked the box "Included" in Part 1, Line 1.2),
- you must, in addition to serving the Plan as set forth above in Section A and using OLF 3A, ALSO serve a copy of this Plan on the holder(s) of the affected claim(s) and any other entity the Court designates in the manner provided for service in accordance with Fed. R. Bankr. P. 7004, using the Affidavit of Service of Chapter 13 Plan, Official Local Form 3B ("OLF 3B").
- C. If serving creditors only under Section A, file only OLF 3A with the Court after service is made. If serving creditors also under Section B, you must file both OLF 3A and OLF 3B with the Court after service is made.

CERTIFICATE OF SERVICE OF CHAPTER 13 PLAN

I/We hereby certify that on March 24, 2020 and in accordance with MLBR, Appendix 1, Rule 13-4(b), I/we served by first class United States mail a copy of this Plan to the on the parties on the attached list.

By the Debtor(s):
Keith Caldwell

/s/ Richard D. Smeloff
Richard D. Smeloff
BBO# 567869
Smeloff & Associates
500 Granite Ave
Suite 7 & 8
Milton MA 02186
(617) 690-2124
rsmeloff@msn.com

City of Attleboro, Massachusetts
c/o Amy J. Megliola, Esquire
Siddall & Siddall, P.C.
Suite 210
Springfield
Springfield, MA 01107

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern, PA 19355-0701

Amex
Correspondence/Bankruptcy
Po Box 981540
El Paso, TX 79998-1540

Atlantic Collection Agency
Attn: Bankruptcy
194 Boston Rd
East Lyme, CT 06333

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
P O Box 982284
EL PASO, TX 79998-2284

(p)JPMORGAN CHASE BANK N A
BANKRUPTCY MAIL INTAKE TEAM
700 KANSAS LANE FLOOR 01
MONROE LA 71203-4774

City of Attleboro
c/o Amy J. Megliola, Esquire
Siddall & Siddall, P.C.
1350 Main Street - Suite 210
Springfield, MA 01103-6102

Collection
30 Massachusetts Ave
North Andover, MA 01845-3458

Kelly A. Brousseau
48 Patterson Street
Attleboro, MA 02703-3414

MASSACHUSETTS DEPARTMENT OF REVENUE
BANKRUPTCY UNIT
P.O. BOX 9564
BOSTON, MA 02114-9564

Midland Funding
2365 Northside Dr Ste 300
San Diego, CA 92108-2709

Midland Funding, LLC
Midland Credit Management, Inc. as
agent for Midland Funding, LLC
PO BOX 2011
Warren, MI 48090-2011

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Shawn M. Masterson
145 Waterman Street
Providence, RI 02906-2128

Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, Colorado 80129-2386

Specialized Loan Servicing/SLS
Attn: Bankruptcy Dept
8742 Lucent Blvd #300
Highlands Ranch, CO 80129-2386

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Verizon by American InfoSource as agent
4515 N Santa Fe Ave
Oklahoma City, OK 73118-7901

Victor Shapiro, Esq.
Shapiro, Dorry, Masterson, LLC
145 Waterman Street
Providence, RI 02906-2128

Carolyn Bankowski-13-12
Chapter 13-12 Trustee Boston
P. O. Box 8250
Boston, MA 02114-0950

John Fitzgerald
Office of the US Trustee
J.W. McCormack Post Office & Courthouse
5 Post Office Sq., 10th Fl, Suite 1000
Boston, MA 02109-3901

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re: **Keith Caldwell**

Case No. **19-12185 – JEB**
Chapter 13

AFFIDAVIT OF SERVICE OF CHAPTER 13 PLAN

I, Richard D. Smeloff certify that service of a copy of this Plan was made on the creditors and in the manner set forth in the attached list on March 24, 2020.

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and was at all times during the service of a copy of this Plan, not less than 18 years of age and not a party to the matter concerning which service was made.

I declare that the foregoing is true and correct under penalty of perjury.

Dated: March 24, 2020

/s/ Richard D. Smeloff

Richard D. Smeloff
BBO# 567869
Smeloff & Associates
500 Granite Ave
Suite 7 & 8
Milton MA 02186
(617) 690-2124
rsmeloff@msn.com

CERTIFIED U.S. POSTAL

Victor Shapiro, Esq.
Shapiro, Dorry, Masterson LLC
145 Waterman Street
Providence, RI 02906

Kelly A. Brousseau
48 Patterson Street
Attleboro, MA 02703